

E 22-37-12W NW 26-37-12W
W 23-37-12W N E 27-37-12W

Recorded at request of *Staber Basin Water Cons. Dist.* Fee Paid \$ *No fee*
Date **OCT 30 1967** 9 30 A MARQUETTE S. COURNE Recorder Davis County
BY *Grace R. Bybee* Deputy Book 378 Page 10

314315

DEED OF EASEMENT

WHEELER MASHINERY COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of Utah, of Salt Lake City, County of Salt Lake; ELYDE H. WILCOX and BLANCHE CLARK WILCOX, husband and wife; MURLEN C. MANNING and RUTH F. MANNING, husband and wife; EDWARD F. CLARK and INEZ P. CLARK, husband and wife; ARTHUR D. MILLER and HAZEL U. MILLER, husband and wife; WILMA G. MILLER, a widow; CLARENCE RAY STEED and AFTON SMITH STEED, husband and wife; ORSON R. CLARK and LUCILE B. CLARK, husband and wife; LAWRENCE REX RIGBY and GLENDA M. RIGBY, husband and wife; WILLIAM E. MILLER, a single man; IRVINE HUGHES, also known as Irvine E. Hughes, also known as Irvin E. Hughes, and SYLVA F. HUGHES, also known as Sylvia F. Hughes, husband and wife; of Farmington; CHARLES G. MILLER and LORNA W. MILLER, husband and wife, of Bountiful, County of Davis, State of Utah; RALPH E. LANE and ERMA LUCILLE MANNING LANE, husband and wife, of Alameda, County of Alameda, State of California; and DELLES W. MANNING and TOKUHEISA MANNING, husband and wife, of Honolulu, County of Honolulu, State of Hawaii, hereinafter referred to as Grantor, hereby conveys to THE UNITED STATES OF AMERICA, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, Grantee, for the sum of One Dollar (\$1.00), the following described property in Davis County, State of Utah:

A perpetual easement to construct, reconstruct, operate and maintain an underdrain consisting of an underground pipeline and appurtenant structures on, over or across the following described property:

A strip of land in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-two (22), and in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-three (23), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Thirty (30.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Southerly side and Fifteen (15.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-1.3R Drain from Station 1+00.0 to Station 14+45.6 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 1+00.0, a point on the Grantor's property, equal to A-6 Drain Station 69+00.0, from which point the North Quarter corner of said Section 23 bears North 30°03' East Fifty-three Hundred Eleven and Seven-tenths (5311.7) feet, and running thence North 89°54' East Thirteen Hundred Forty-five and Six-tenths (1345.6) feet to Station 14+45.6, a point on the East line of the Grantor's property, from which point the North Quarter corner of said Section 23 bears North 15°57' East Forty-seven Hundred Seventy-nine and Seven-tenths (4779.7) feet, containing 0.93 of an acre, more or less; also

- Abstracted
- Indexed
- Entered
- Platted
- On Map
- Compared

Ex. of Rec. Page 10 *Erma Lane*

A strip of land in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-six (26), and in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-seven (27), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Thirty (30.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Southerly side and Fifteen (15.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-1.1R Drain from Station 1+00.0 to Station 14+65.7 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 1+00.0, a point on the Grantor's property equal to A-6 Drain Station 55+71.0, from which point the Northwest corner of said Section 26 bears North $4^{\circ}14'$ East Six Hundred Fourteen and Five-tenths (614.5) feet, and running thence North $89^{\circ}45'$ East Thirteen Hundred Sixty-five and Seven-tenths (1365.7) feet to Station 14+65.7, a point on the East line of the Grantor's property, from which point the Northwest corner of said Section 26 bears North $65^{\circ}19'$ West Fourteen Hundred Fifty-three and Two-tenths (1453.2) feet, containing 0.94 of an acre, more or less; also

A strip of land in the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-seven (27), in the East Half of the East Half ($E\frac{1}{2}E\frac{1}{2}$) of Section Twenty-two (22), and in the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) of Section Twenty-three (23), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Thirty (30.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Southerly and Easterly sides and Fifteen (15.0) feet on the left or Northerly and Westerly sides of that portion of the following described centerline of what is known as the Farmington A-6 Drain from Station 29+42.3 to Station 123+25.7 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 29+42.3, a point on the West line of the Grantor's property, from which point the North Quarter corner of said Section 23 bears North $39^{\circ}01'$ East Seventy-nine Hundred Seventy-eight and Two-tenths (7978.2) feet, and running thence North $89^{\circ}44'$ East Twenty-three Hundred Forty-three and Two-tenths (2343.2) feet; thence North $0^{\circ}15'$ West Eight Hundred Ninety-two and Five-tenths (892.5) feet; thence North $1^{\circ}52'$ East Six Hundred Ninety-eight and Four-tenths (698.4) feet to P.I. Equation Stations 68+76.4 Bk equals 69+00.0 Ah; thence North $0^{\circ}06'$ West Twenty-six Hundred Eighty-four and Four-tenths (2684.4) feet; thence North $35^{\circ}29'$ East Five Hundred Twelve and One-tenth (512.1) feet; thence South $89^{\circ}29'$ East Twenty-two Hundred Twenty-nine and Two-tenths (2229.2) feet to Station 123+25.7, a point on the East line of the Grantor's property, from which point the North Quarter corner of said Section 23 bears North $5^{\circ}12'$ East Fifteen Hundred Twenty-three and One-tenth (1523.1) feet, containing 6.45 acres, more or less, excepting herefrom 0.06 of an acre, more or less, described herein which is covered by an agreement with Davis County, the net area, exclusive of the agreement is 6.39 acres, more or less; also

A strip of land in the Northeast Quarter of the Northwest Quarter (NE¹/₄NW¹/₄) of Section Twenty-three (23), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Thirty (30.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Easterly side and Fifteen (15.0) feet on the left or Westerly side of that portion of the following described centerline of what is known as the Farmington A-6-2.1L Drain from Station 1+00.0 to Station 13+99.8 measured at right angles or radially thereto, said centerline is more particularly described as follows:

Beginning at Station 1+00.0, a point on the Grantor's property equal to A-6 Drain Station 110+12.5, from which point the Northwest corner of said Section 23 bears North 37°47' West Nineteen Hundred Thirteen and Three-tenths (1913.3) feet, and running thence North 0°53' East Twelve Hundred Ninety-nine and Eight-tenths (1299.8) feet to Station 13+99.8, a point on the North line of the Grantor's property from which point the Northwest corner of said Section 23 bears North 79°54' West Twelve Hundred Eleven and Two-tenths (1211.2) feet, containing 0.90 of an acre, more or less; also

A temporary easement during the construction of the Farmington Area A Drains and appurtenant structures on, over or across the following described property:

A strip of land in the Southeast Quarter of the Southeast Quarter (SE¹/₄SE¹/₄) of Section Twenty-two (22), and in the South Half of the Southwest Quarter (S¹/₂SW¹/₄) of Section Twenty-three (23), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Southerly side and Fifty (50.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-1.3R Drain from Station 1+00.0 to Station 14+45.6 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 1+00.0, a point on the Grantor's property equal to A-6 Drain Station 69+00.0, from which point the North Quarter corner of said Section 23 bears North 30°03' East Fifty-three Hundred Eleven and Seven-tenths (5311.7) feet, and running thence North 89°54' East Thirteen Hundred Forty-five and Six-tenths (1345.6) feet to Station 14+45.6, a point on the East line of the Grantor's property, from which point the North Quarter corner of said Section 23 bears North 15°57' East Forty-seven Hundred Seventy-nine and Seven-tenths (4779.7) feet, containing 2.32 acres more or less, excepting herefrom 0.93 of an acre, more or less, described herein which is covered by a perpetual easement, the net area exclusive of the perpetual easement is 1.39 of an acre, more or less; also

A strip of land in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-six (26), and in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-seven (27), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Southerly side and Fifty (50.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-1.1R Drain from Station 1+00.0 to Station 14+65.7 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 1+00.0, a point on the Grantor's property equal to A-6 Drain Station 55+71.0, from which point the Northwest corner of said Section 26 bears North $4^{\circ}14'$ East Six Hundred Fourteen and Five-tenths (614.5) feet, and running thence North $89^{\circ}45'$ East Thirteen Hundred Sixty-five and Seven-tenths (1365.7) feet to Station 14+65.7, a point on the East line of the Grantor's property, from which point the Northwest corner of said Section 26 bears North $65^{\circ}19'$ West Fourteen Hundred Fifty-three and Two-tenths (1453.2) feet, containing 2.35 acres, more or less, excepting herefrom 0.94 of an acre, more or less, described herein which is covered by a perpetual easement, the net area, exclusive of the perpetual easement is 1.41 acres, more or less; also

A strip of land in the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-seven (27), in the East Half of the East Half ($E\frac{1}{2}E\frac{1}{2}$) of Section Twenty-two (22), and in the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) of Section Twenty-three (23), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Southerly side and Fifty (50.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6 Drain from Station 29+42.3 to Station 52+85.5 measured at right angles or radially thereto; Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Easterly side and Sixty (60.0) feet on the left or Westerly side of that portion of said centerline from Station 52+85.5 to Station 95+89.6 measured at right angles or radially thereto; and Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Southerly side and Fifty (50.0) feet on the left or Northerly side of that portion of said centerline from Station 96+70.3 to Station 123+25.7 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 29+42.3, a point on the West line of the Grantor's property, from which point the North Quarter corner of said Section 23 bears North 39°01' East Seventy-nine Hundred Seventy-eight and Two-tenths (7978.2) feet, and running thence North 89°44' East Twenty-three Hundred Forty-three and Two-tenths (2343.2) feet; thence North 0°15' West Eight Hundred Ninety-two and Five-tenths (892.5) feet; thence North 1°52' East Six Hundred Ninety-eight and Four-tenths (698.4) feet to P.I. Equation Stations 68+76.4 Bk equals 69+00.0 Ah; thence North 0°06' West Twenty-six Hundred Eighty-four and Four-tenths (2684.4) feet; thence North 35°29' East Five Hundred Twelve and One-tenth (512.1) feet; thence South 89°29' East Twenty-two Hundred Twenty-nine and Two-tenths (2229.2) feet to Station 123+25.7, a point on the East line of the Grantor's property, from which point the North Quarter corner of said Section 23 bears North 5°12' East Fifteen Hundred Twenty-three and One-tenth (1523.1) feet, containing 15.98 acres, more or less, excepting herefrom 6.39 acres, more or less, which is covered by a perpetual easement, the net area, exclusive of the perpetual easement is 9.59 acres, more or less; also

A strip of land in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-three (23), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Sixty (60.0) feet on the right or Easterly side and Fifteen (15.0) feet on the left or Westerly side of that portion of the following described centerline of what is known as the Farmington A-6-2.1L Drain from Station 1+00.0 to Station 13+99.8 measured at right angles or radially thereto, said centerline is more particularly described as follows:

Beginning at Station 1+00.0, a point on the Grantor's property, equal to A-6 Drain Station 110+12.5, from which point the Northwest corner of said Section 23 bears North 37°47' West Nineteen Hundred Thirteen and Three-tenths (1913.3) feet, and running thence North 0°53' East Twelve Hundred Ninety-nine and Eight-tenths (1299.8) feet to Station 13+99.8, a point on the North line of the Grantor's property, from which point the Northwest corner of said Section 23 bears North 79°54' West Twelve Hundred Eleven and Two-tenths (1211.2) feet, containing 2.24 acres, more or less, excepting herefrom 0.90 of an acre, more or less, described herein which is covered by a perpetual easement, the net area exclusive of the perpetual easement is 1.34 acres, more or less.

As a further consideration, the United States agrees, without cost or expense to the Grantor, to: (1) replace or repair with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways or roadways, including appurtenances thereto, damaged or destroyed by construction of the Farmington Area A Drains and appurtenant structures; and (2) remove and replace topsoil where trench excavation is required.

The Grantor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (1) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (2) removal of materials from or placement of materials upon the areas shall be subject to the approval of the United States, its agents or assigns; and (3) future easements to third parties on, over or across the areas will be subject to the approval of the United States, its agents or assigns.

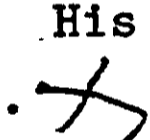
The temporary easements will be in effect until the completion of the construction work, at which time the Grantee will record a notice terminating the said temporary easements.

WITNESS, the hand of said Grantor this 8th day of July, 1967.

Wheeler Machinery Co
By J.K. Wheeler, Pres.
Walter W. Wilson
Aileen W. Manning
Marlene E. Manning
Edward F. Clark
Gary P. Clark
Hazel U. Miller
Arthur D. Miller
Blanche Clark
Ruth F. Manning
Tobalina Manning

~~William Miller~~
Wilma Y. Miller
Clarence Rayford
Cotton Smith Stead
Erson R. Clark
Lucile B. Clark
Erna Lucille Manning Lane
Ralph E. Lane
Henda M. Rigby
Laurence R. Rigby
Charles J. Miller
Lorna W. Miller

Witness: Henda M. Rigby
Witness: Wilma Y. Miller
Irvin Hughes
Lybra J. Hughes

His
William E.  Miller
Mark

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 8th day of July, 1967, personally appeared before me J. K. Wheeler who being by me duly sworn did say that he is the President of Wheeler Machinery Company and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said J. K. Wheeler acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Samuel R. Ketchum
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1972

ACKNOWLEDGMENT

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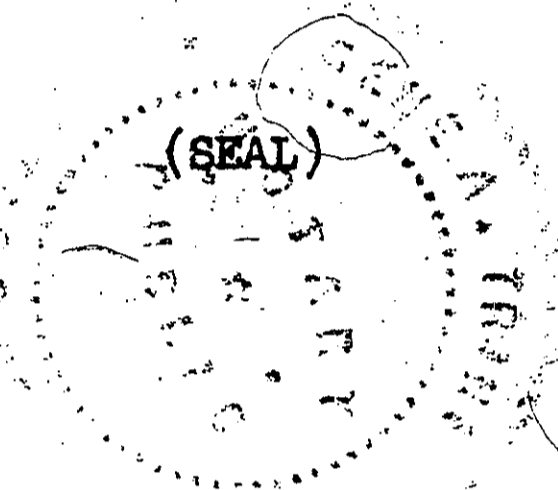
STATE OF *Hawaii* }
City of Honolulu } ss
COUNTY OF *Honolulu* }

On the *30* day of *August*, 1967, personally appeared before me, *Tobubera Manning*, a married woman

to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as *her* free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Gene A. Trini
Notary Public in and for the
State of *Hawaii*
Residing at *Moukaia St. Cen.*
Honolulu, Hawaii
My commission expires: *May 5, 1971.*



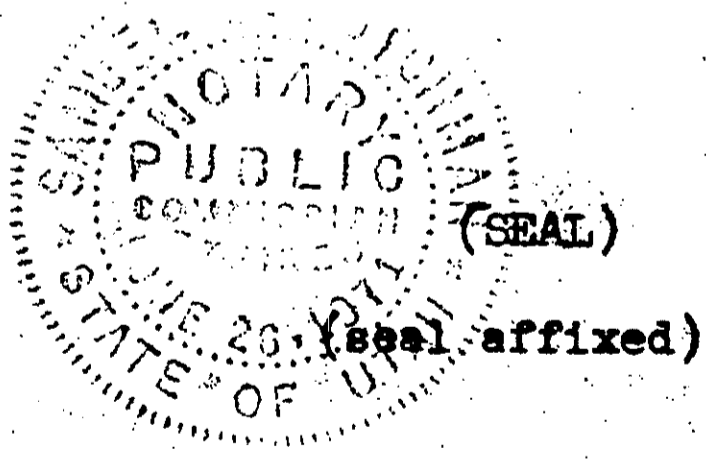
ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF DAVIS } ss

On the 10th day of July, 1967, personally appeared before me Delles W. Manning, a married man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written:

Samuel R. Kottman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1972



ACKNOWLEDGMENT

STATE OF California

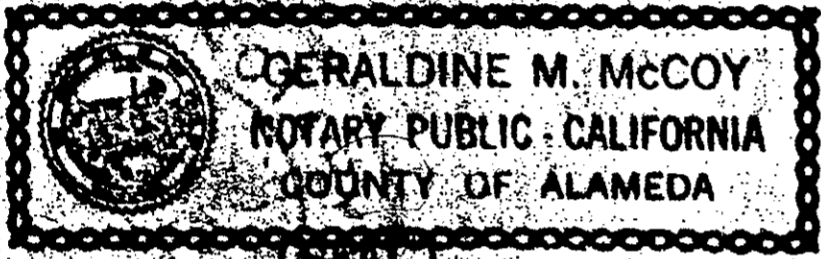
COUNTY OF Alameda

} ss.

On the 11th day of August, 1967, personally appeared before me Erma Lucille Manning Lane and Ralph E. Lane

to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



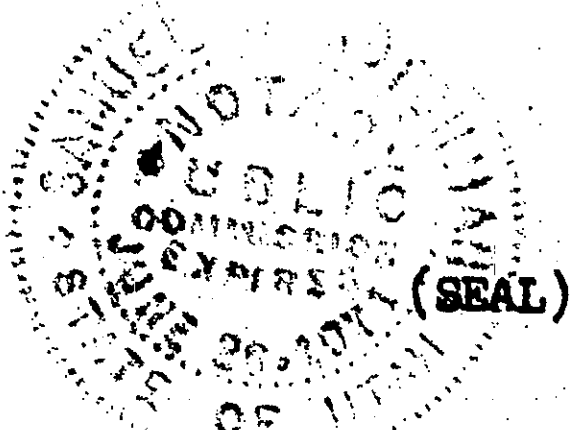
Geraldine M. McCoy Geraldine M. McCoy
Notary Public in and for the
State of California
Residing at Alameda, California
My commission expires: March 21, 1969

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF DAVIS } ss

On the 12th day of July, 1967, personally appeared before me Arthur D. Miller and Hazel U. Miller, his wife; to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.

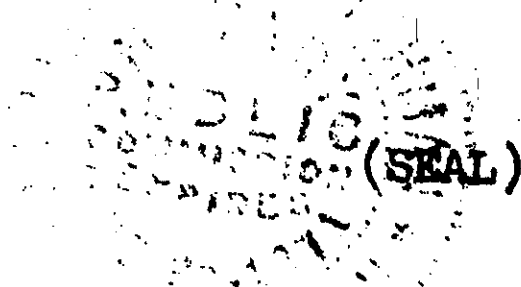


Samuel R. Kitchman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1972

STATE OF UTAH)
COUNTY OF DAVIS } ss

On the 17th day of July, 1967, personally appeared before me Wilma G. Miller, a widow; and Clarence Ray Steed and Afton Smith Steed, his wife; to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.

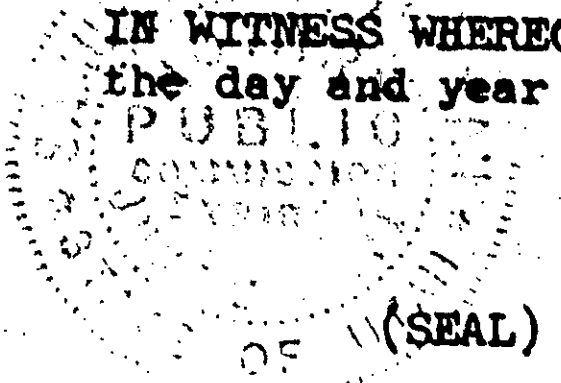


Samuel R. Kitchman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1972

STATE OF UTAH)
COUNTY OF DAVIS } ss

On the 8th day of August, 1967, personally appeared before me Orson R. Clark and Lucile R. Clark, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.



Samuel R. Kitchman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1972

ACKNOWLEDGMENT

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STATE OF UTAH

COUNTY OF DAVIS

}
} ss
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On the 21st day of September, 1967, personally appeared before me Irvin E. Hughes, also known as Irvine E. Hughes and Sylva F. Hughes also known as Sylvia F. Hughes, husband and wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Samuel R. Holzman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1972

(SEAL)

(seal affixed)